2015 Irrigation Show

Exhibitor Terms & Conditions

Exhibit Location and Schedule

1. The exhibits will be held in exhibit halls A – C of the Long Beach Convention & Entertainment Center, Long Beach, California and held as follows: (Irrigation Show management reserves the right to adjust exhibit hours.)

Move-in Schedule:

Monday, Nov. 9, 8:00 a.m. – 6:00 p.m.

Tuesday, Nov. 10, 8:00 a.m. – 6:00 p.m.

Wednesday, Nov. 11, 7:00 a.m. – 9:00 a.m.

Exhibit set-up must be completed by 9 a.m., Wednesday, Nov. 11. If an exhibitor fails to occupy the assigned space by this deadline, Irrigation Show management has the right to utilize the area in any way it may decide without relieving the exhibitor of the obligation to pay in full.

Exhibition Schedule

Wednesday, Nov. 11

Exhibition Open 10:00 a.m. – 6:00 p.m.

Thursday, Nov. 12

Exhibition Open 11:00 a.m. – 5:00 p.m.

Exhibitor Move-Out 5:00 p.m. – 9:00 p.m.

Friday, Nov. 13

Exhibitor Move-Out 8:00 a.m. – 1:00 p.m.

Dismantling of exhibits may begin on Thursday, Nov. 12, at 5:00 p.m. No portion of an exhibit may be removed before this time. An "early dismantle fee" of $500 will be charged to any exhibitor the Irrigation Association determines has begun packing and/or dismantling any portion of their exhibit prior to 5:00 p.m. on Thursday, Nov. 12. Failure to pay the assessed fine will result in loss of priority points and exhibitors may be refused the opportunity to exhibit the following year. All exhibits must be removed from the exhibit hall by Friday, Nov. 13 at 3:00 p.m.

Intent

2. The purpose of the show is to promote and stimulate the interest in, and demand for, the industry's products and services. The show is presented as a service to the industry and to provide information and education to members and visitors through contact with exhibitors and products.

The demonstration, display and sale of products and services on the show floor is limited to those persons, firms and corporations that have contracted and paid for exhibit space in the convention center. No other persons, firms or corporations will be permitted to demonstrate products, solicit orders or distribute advertising materials

on the show floor. Any person in violation of this rule will be promptly ejected from the exhibit hall.

Booth Space Payment

3. All standard display booths are 10' x 10' (100 square foot minimum). The cost of a display booth at the 2015 Irrigation Show is $2,100 for IA members and $5,100 for nonmembers. IA members are eligible for a 2% multiple space discount if purchasing two to five spaces or a 4% discount off total booth space if purchasing six or more spaces. Premium corner pricing is $100 per corner. Nonmember companies may apply for IA membership by returning a completed application with proper payment. Full payment must be submitted with a booth space contract. Contracts received without appropriate payment will not be processed. IA will accept payment by check, VISA, MasterCard, American Express or Discover. Irrigation Show management will adjust fees as needed to correct misreported member status or calculation errors.

4. With the exception of island booths and end caps, the price of each booth includes an 8' draped background with 36" draped side rails and a 7" x 44" company identification sign. IA assumes responsibility for carpeting show aisles.

Cancellation or Reduction of Space

5. Booth space will be considered canceled or reduced by exhibitor upon the date of written notification received by Irrigation Show management. Refunds for canceled or reduced space will be given as follows:

a. If booth space is canceled or reduced after March 27 and prior to June 12, 2015, Irrigation Show management will retain 25% of the cost of total booth space.

b. If booth space is canceled or reduced on or after June 12, 2015, through and including July 6, 2015, Irrigation Show Management will retain 50% of the cost of total booth space.

c. If booth space is canceled or reduced after July 6, 2015, Irrigation Show management will retain or collect 100% of the cost of total booth space.

d. If the exhibitor downsizes on a main aisle or first 20% of show floor by more than 50% of their original booth request on the booth space contract, Irrigation Show management has the right to move the exhibitor to a new location.

6. If the show must be postponed or canceled due to a force majeure event,* the parties agree that it would be difficult to determine with certainty the amount of the exhibitor's damages from such cancellation. Therefore, the obligations of the parties under this agreement shall be automatically terminated. Deposits already paid by exhibitors shall be refunded, less a pro rata share of expenses actually incurred by IA in conjunction with the exhibition. In the event of conditions are beyond the control of IA that cause the convention center to become unavailable, exhibitors hereby authorize IA to assign space, regardless of size or location, in such other building as IA may be able to procure to hold the exhibition regardless of the location thereof. Exhibitors shall use and occupy such substituted space at the same rent, and under the same terms and conditions, as are set forth in the booth space contract, and IA shall not be liable to any exhibitor for any loss or damage suffered by reason of such unavoidable postponement and relocation.

*Force majeure events are defined as follows: fire, explosion, earthquake, storm, flood or other weather, natural disasters, unavailability of necessary utilities, transportation or housing, strikes, law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of the booth space contract), acts of terrorism or other causes beyond IA's reasonable

control; including situations in which such events or causes are reasonably expected to cause a significant proportion of the persons otherwise expected to attend the event to decide not to attend.

Booth Space Assignment

7. Booth space will be assigned to the company contracting for space as indicated in the booth space contract. Space assignment will be based on the priority point system, and space will be assigned first to exhibiting companies whose booth space contracts have been received on or before March 27, 2015. Booth space location preferences and requests for space proximity with other exhibiting companies will be considered. Companies have until March 27, 2015 to give IA their booth space choices and coordinate their space requests with any affiliates or other companies who need to be located adjacent to them, choose their preferred spaces and return their contracts. Space requests on booth space contract received after the initial space assignment will be assigned on a first come, first served basis until all booth space is sold.

8. In the event the Irrigation Show sells out, the booth space contract and deposit will be put on a waiting list. Irrigation Show management will notify the exhibitor if space becomes available.

9. Irrigation Show management reserves the right to relocate an exhibitor's booth space due to modifications of the exhibit facility, fire marshal regulations or any other reason in the best interest of the overall exhibition.

Space Regulations

10. No exhibitor shall reassign, sublet or share the whole or any part of the contracted exhibit space. If Irrigation Show management is provided with written documentation by contracted exhibitor showing ownership of another company, the contracted exhibitor and its subsidiary may occupy the same booth space. If this exhibitor wants an additional listing in the show guide for such subsidiaries, Irrigation Show management must receive request in writing along with payment of $750 for each additional listing.

11. All demonstrations, advertising and promotional activities must be confined to the limits of the assigned exhibit space. No outside demonstrations, seminars, education sessions, product exhibitions, displays or group product discussions may be conducted on show days without express permission from IA. Demonstrations, advertising, promotional products, signage and any material displayed or distributed by an exhibitor cannot contain comparative advertising, comparative pricing and/or disparagement of competitors. Irrigation Show management reserves the right to stop any product demonstration on the show floor which is determined to be a hazard or not consistent with IA policies or disruptive to the show.

12. Distribution of magazines, newspapers and other literature outside exhibitors' assigned booth space and at official show hotels is prohibited without express permission from IA.

13. Exhibitors are prohibited from conducting meetings with attendees on the show floor prior to show opening or during non-show hours. Exhibitors may conduct meetings with their booth personnel prior to show opening and during non-show hours.

14. The exhibitor, its employees and representatives shall not engage in any display, publication, performance or other activity which is in conflict with any federal, state or local law, regulation, rule or ordinance.

15. The following activities are strictly prohibited in the exhibit hall: (Violation of these regulations will result in the cancellation of the booth space contract and removal for the exhibit form the show without refund or liability to IA.)

a. Gambling or gambling equipment, including slot machines, roulette wheels, dice games, etc.

b. Photography, video production and/or graphic reproduction of other exhibitors' booths and products. Videotaping equipment of any kind is not allowed in the exhibit areas except by persons authorized by IA.

c. Serving alcoholic beverages from exhibitors' booths.

d. Using live animals for demonstration (only service animals to accompany people with disabilities are permitted).

16. Exhibitors must conduct themselves and their activities in a manner consistent with the guidelines expressed by the Equal Employment Opportunity Commission. Booth personnel, hired hosts and hostesses must be attired in a manner that will not offend even the most critical. IA will have sole control over admission. IA reserves the right to reject or prohibit any exhibit or part thereof, including without limitation any person, article, conduct, printed matter or souvenir that it judges is not suitable to and in keeping with the character of the exhibition. Violations of any of these rules may result in the cancellation of the booth space contract and removal of the exhibitor from the show without refund or liability to IA.

17. Helium balloons are prohibited from the exhibit hall at all times and nothing shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors, ceilings, furniture or other property of the convention facility.

18. The cost to repair any damage by an exhibitor, its employees or representatives to the LBCC will be billed to and paid for by the exhibitor.

19. Exhibitors agree not to bring children under the age of 16 onto the exhibit floor during exhibitor move-in and move-out.

20. Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. At no time, either in the exhibit or outside any sound room, may the noise level exceed 85 decibels. Sound rooms are required for any demonstrations where the noise level exceeds 85 decibels. Doors to sound rooms must be kept closed during demonstrations. Exhibitors are required to post warnings that sound levels within the sound room may be harmful. In the event any other exhibitor objects or protests to the noise level, Irrigation Show management shall reserve the right to require the exhibitor to cease operation of the exhibit or take measures to reduce the noise level. Exhibitors are prohibited from using objectionable amplifying or special lighting equipment. Irrigation Show management also reserves the right to require exhibitors (at exhibitor's expense) to change, alter, modify or remove all or part of its exhibit due to any objectionable odors emanating from the display booth.

21. Any space not claimed and occupied by the closing hour of the official move in as indicated in the final printed notification may be reassigned without refund of rental paid.

22. If exhibit materials are delayed or lost in transit, the following procedures apply:

a. Irrigation Show management must be notified.

b. The exhibitor must either set up a table and staff the booth or procure a sign to hang in the space which reads: "The material for this exhibit has been delayed in transit."

23. Exhibits not set up by the closing hour of the official move in time will not be permitted to set up until after the closing hours of the day in question and before the opening on the following day.

24. Upon signing a booth space contract, exhibitors expressly agree that hospitality suites or outside activities of any kind, either prior to, during or subsequent to the show, will not conflict with show hours or any official IA event. Failure to comply may result in loss of priority points and exhibitors may be refused the opportunity to exhibit the following year.

Construction of Exhibit and Use of Space

25. Exhibitor is responsible for ensuring proper booth construction using permissible drapes, furnishings, acoustical materials, signs and banners and at the discretion and expense of exhibitor.

26. Exhibitors are required to furnish their entire booth space with carpet or floor covering at their expense.

27. All exhibits must conform to the International Association of Expositions and Events display guidelines as follows and adopted by Irrigation Show management and contained in the exhibitor service manual:

a. Alongside walls no perpendicular obstruction 8' or more in height may extend forward more than 50% of the distance from the back wall and none over 4' in height may extend forward for the remaining space to the front of the booth.

b. Exhibits must conform to the size of the space and must be arranged so as not to obstruct the view or interfere with other exhibits. An exhibitor proposing an exhibit consisting of materials other than or in addition to pipe and drape or exceeding 8' in height must first submit drawings or schematics of the proposed design by August 28, 2015 to Irrigation Show management for approval.

c. Crossover or area displays and island exhibits will be permitted in areas designated by IA space assignment committee. Exhibitors in these areas are free to use conventional exhibits, with or without back walls, so long as they conform to the following special requirements:

> **Crossover or area displays** — Two 8' high exhibits facing each other across an aisle. Type of exhibit may be connected by one or two exhibitor name signs (maximum height: 18" sign with 12" lettering) which bridge the two exhibits at a level 8' high at the sign base. Display items may not obstruct the aisle. Center and end panels may be set at 8' in height for a distance of 5' from the back and side walls must be finished. The forward 5' may be solid at a maximum height of 4'.
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> **Island Exhibits** — Four open aisles surrounding exhibit. Type of exhibit must limit any walls or display items to 8' in height with length of walls or items not to exceed one-half of the depth and width of space in any given direction. Center and end panels may be set at 8' in height for a distance of 5' from the back and all walls must be finished. The forward 5' may be solid at a maximum height of 4'.

28. Exhibitors are required to finish all walls and structural elements if such structural elements are exposed and visible from an adjacent exhibit or from any angle of visitors view. Corporate identification copy will not be permitted on the exposed area adjacent to a neighboring exhibit.

Fire Protection

29. All exhibits must comply with all fire regulations and are subject to approval with the local fire regulations.

30. Exits, fire stations and fire extinguisher equipment must not be obstructed.

31. Table coverings must be flameproof and extend down far enough to screen anything under the table but must

clear the floor to meet fire regulations.

32. All packing materials and cardboard cartons and boxes must be removed from the booth prior to the opening of the show. Fire regulations will not permit storage of empty crates and cartons anywhere in the exhibit area. No materials may be stored behind booths.

33. No flammable fluids or substances may be used or show in booths.

34. If inspection indicates that any exhibitor has neglected to comply with fire regulations, or otherwise incurs a fire hazard, the right is reserved to cancel all or such part of the exhibit that is irregular, unless the exhibitor immediately corrects the problem.

Dismantling

35. The exhibitor agrees by signing a booth space contract not to disturb, dismantle or remove exhibit from the designated exhibit space until after the official closing of the exhibits. Early tear-down and dismantling is prohibited and failure to observe this rule may result in a fine of $500 and jeopardize future space assignment for the exhibitor at forthcoming Irrigation Shows.

36. All exhibits and their goods must be packed and ready for shipment immediately following the official closing of the exhibits.

37. All exhibiting firms must be cleared out of the exhibit hall by Friday, Nov. 13 at 3 p.m.

Contractor Services

38. The Irrigation Show's decorator and general contractor is GES Global Experience Specialists.

39. Order forms for booth furnishings, labor and other show services will be included in the exhibitor service manual, which will be available online at www.irrigationshow.com in September 2015. The manual will also contain information on where to ship all goods and display materials being shipped in advance or directly to the LBCC. All correspondence regarding material handling services (i.e. drayage, the movement of show materials from shipping dock to booth for show set up and back to dock for return shipment at end of show) must be directed to GES. GES will receive all shipments up to 30 days in advance, deliver shipments to the booths for installation and remove empty crates from the exhibit area before the show and return same to exhibit booth upon the close of the show. Information on charges for material handling and shipments will be included in the exhibitor service manual.

40. GES will maintain an exhibitor service center in the exhibit area during all hours of exhibit installation, all show hours and exhibit dismantling.

41. At the loading dock of the LBCC, event supervisors will work with Irrigation Show management and GES to designate appropriate dock locations for vehicles to unload and load during move-in and move-out periods. GES will control access to the loading docks in order to provide for a safe and orderly move in/out. Unloading or reloading at the dock of any and all contracted carriers will be handled exclusively by GES. Vehicles left at the loading dock unattended for an excessive period of time or not in the actual process of loading or unloading are subject to tow-away. Exhibitor unloading and loading may only be done at loading dock entrances and only during scheduled move-in and move-out. The use of passenger elevators or pedestrian entrances for load-in/out is prohibited. Damage to the facility caused by exhibitors violating this policy is charged to the exhibitor.

42. A cartload material handling service will be available to exhibitors with privately owned small passenger vehicles. A maximum weight of 200 lbs. and up to 5 cartloads per direction (5 inbound and 5 outbound) only is allowed. An unloading area will be provided area near the dock for exhibitors who wish to unload their own POV and will be allowed to do so in this area. A cartload material handling service form will be in the service manual and additional forms will be available at the POV area at the convention center.

43. Exhibitors are required to comply with the union labor regulations as determined by Irrigation Show management and the local unions. Irrigation Show management has no authority over union rules and regulations. As the conference's official contractor, GES will employ skilled and quality conscious labor, which will have jurisdiction over all installation and dismantling of exhibits, furniture installation, pipe and drape, hanging of signs, laying of floor coverings and unloading and delivering of all display related materials.

Full time employees of the exhibiting companies, however, may install and dismantle their own exhibits without assistance from the contracted labor as long as the exhibit can be installed and dismantled utilizing no more than one full time company employee in a half hour or less, without the use of tools or ladders. Labor required in excess of this must be ordered through GES. It is recommended that all display labor required be ordered in advance from GES. Installation may not begin before the hour as indicated in the final printed notification and must be completed prior to the deadline specified in the notice. An exhibitor seeking to utilize the services of a contractor other than the official contractors designated by Irrigation Show management for exhibit setup or dismantling or other services in connection with exhibiting at the Irrigation Show must submit a completed exhibitor appointed contractor request form and required original certificate(s) of insurance to Irrigation Show management by August 29, 2014. Such requests will be granted at IA's sole discretion. Request forms and insurance requirements will be available in the exhibitor service manual.

Security and Insurance

44. IA shall provide security service throughout the hours of installation, exhibit hours and dismantling. Such service is in no case to be interpreted as a guarantee against loss or theft of any kind, or damage by fire, accident or any other cause. IA, GES and the LBCC shall not be liable for any loss, damage or displacement of any exhibitor's property due to any cause. Small materials must not be left in the booth when it is unattended. Each exhibitor should designate a company representative to remain with the booth until it is completely dismantled.

45. IA and its officers, directors, trustees, employees and agents, as well as GES and the management of the LBCC are not responsible for the safety of the property of the exhibitors from theft, damage by fire, accident or other causes. Exhibitors are strongly encouraged to remove or place out of sight all small items from exhibit tables and display areas when exhibits are closed.

Exhibitors should give special attention to the time period between arrival at the exhibit building and delivery to the individual booths as a particularly difficult security period. No responsibility is assumed for goods delivered to the exhibit area before the designated exhibitor set-up day or for unpacked materials left in the exhibit area after the official closing of the exhibit area.

46. Exhibitors are required to maintain the following insurance coverage: commercial general liability, products/completed operations, personal injury and automobile liability (if company-owned or leased vehicles will be delivering items to show site) with minimum limits of not less than $1,000,000; fire legal liability with a minimum limit of $50,000; and medical payments with a minimum limit of $5,000. In addition, coverage must be maintained for property insurance for exhibitor's goods, wares, merchandise, chattels and any other property (i.e. transit from factory or warehouse to the exhibition hall while stored or exhibited, and returned to the exhibitor's

premises). The exhibitor must make provisions for the safeguarding of such exhibitor's goods, wares, merchandise, chattels or property since IA shall not be liable for any injury thereto. The exhibitor will provide copies of insurance policies or certificates of insurance upon request by IA. The exhibitor agrees to waive all claims against IA, its officers, directors, agents and employees, the LBCC and the City of Long Beach for any and all claims, demands, defense costs, liabilities, expenses or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to the exhibitor or exhibitor's owners, employees, contractors, representatives, patrons, guests or attendees, or injury to any such personnel for which the exhibitor indemnifies IA, excepting that portion of such claims, demands, defense costs, liability, expense or damages arising out of the sole gross negligence or willful misconduct of IA.

Intellectual Property

47. By executing the booth space contract, the exhibitor represents and warrants to IA that the exhibitor owns or validly possesses the right to make, use, perform, sell, and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "intellectual property"), as the case may be, used by the exhibitor at or to promote its activities at the Irrigation Show. Breach of the foregoing warranty shall be grounds for immediate revocation of the right to exhibit, without notice or hearing. The exhibitor acknowledges that IA is relying upon this representation and warranty and has no obligation to monitor the uses and displays of intellectual property at the 2015 Irrigation Show or to conduct an independent investigation of the status of rights to any intellectual property.

Regulations and Contract

48. Exhibitors are cautioned to observe the rules and regulations provided herein and in the exhibitor prospectus. Should any exhibitor fail to comply with these or any other posted or published rules and regulations or any amendments thereto, Irrigation Show management may require immediate removal of the exhibit of the offending exhibitor who may, at IA's election, forfeit all rights to exhibit at future IA shows together with all fees and rentals paid. IA may assign any space so forfeited to another exhibitor.

49. Exhibits or conduct by the exhibitor which IA determines, in its sole discretion, are likely to constitute a violation of state or federal law or criminal activity shall be prohibited, and IA shall have the right, upon such determination, to require immediate removal of the exhibit of the offending exhibitor (who will forfeit all rights to exhibit at future IA shows together with all fees and rentals paid), and/or to confiscate any illegal material or property in possession of the exhibitor. The exhibitor agrees that IA shall have no liability in connection with the foregoing.

50. The exhibitor agrees not to photograph, video tape, depict or record for commercial or noncommercial use the exhibits unless given express written permission by IA. The exhibitor authorizes IA and its licensees to photograph, video tape, depict or record for any use the exhibits (including exhibitor's exhibit, events and attending representatives).

51. The exhibitor agrees to protect, save and keep IA and its officers, directors, trustees, employees and agents, as well as to GES, and the management of the LBCC forever harmless from any damage or charges imposed for violation of any law or ordinance whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between IA and the LBCC regarding the exhibit premises. Further exhibitors shall at times protect, indemnify, save, and keep harmless IA, the LBCC and GES against and from any and all loss, cost damages, liability or expense arising from, or out of, or by reason of any accident or other occurrence to anyone, including the exhibitor, its

agents, employees and business guests, which arises from, or out of, or by reason of said exhibitor's occupancy and use of the exhibit premises or a part thereof and further the exhibitor agrees to the statement of responsibility for liability and insurance.

52. The exhibitor covenants not to sue, file or maintain any action in lay or in equity against IA that any use or display by any third party of intellectual property at or in connection with the Irrigation Show infringes or otherwise violates any right or title held by exhibitor or any of its officers, directors and owners.

53. Exhibitor expressly agrees to assume all risk, and to indemnify, defend and hold harmless IA and IA personnel from and against any and all claims, demands, defense costs liability expense (including attorney's fees) or damages of any kind or nature arising out of, or in connection with injury of, or damage of, or loss of any property belonging to exhibitor or the exhibitor personnel, excepting that portion of such claims, demands, defense costs, liability, expense or damage arising out of the sole negligence or willful misconduct of IA.

54. IA shall have full power to interpret and enforce all terms and conditions contained herein, and full power to amend these and to make such additional terms and conditions as shall be necessary for the proper conduct of the exhibits. All such decisions shall be binding upon each exhibitor. Should any party retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, if such matter is settled by judicial determination, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred therein, including, but not limited to a reasonable legal fee.

55. This agreement and performance herein shall be construed and governed by the laws of the Commonwealth of Virginia without giving effect to conflict of laws and principles. Any action or claim related to this agreement or performance herein shall be brought in the federal or state courts in Virginia, and each party submits to the jurisdiction of such courts and agrees that any such action or claim may be brought in such courts. All remedies at law and at equity shall be available to either party.

56. These terms and conditions become a part of the contract between the exhibitor and IA. All points not covered are subject to the decision of IA.

57. Irrigation Show management reserves the right to evict any exhibitor found in violation of these terms and conditions and the procedures set forth in the exhibitor prospectus. In the event of such eviction, IA is not liable for any refunds of rentals or other expenses.

58. Any questions regarding the terms and conditions contained herein should be directed to Irrigation Show management.